

**** REDACTED VERSION OF EXHIBIT ****

Exhibit 1-A

Camp Fire Services

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153-0119

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Contract Work Authorization (CWA)

This Change Order ("CO") No. 004 to Contract Work Authorization ("CWA") No. 1807453 is issued under and pursuant to the Blanket Agreement or Master Service Agreement No. 4400011341 dated 01/17/2017 (the "MSA"), between the below-named Contractor ("Contractor"), a Delaware Limited Liability Partnership, and Pacific Gas and Electric Company ("PG&E"), a California corporation with its headquarters located at 77 Beale Street, San Francisco, California 94105. Contractor shall perform all Work under this CWA pursuant to and in accordance with the terms and conditions of the MSA.

Contractor's Legal Name: PricewaterhouseCoopers LLP

This CWA consists of 6 pages.

Contractor's Address: 300 Madison Avenue
New York, NY 10017

Project Name: Corporate Incident Response Support for Camp Fire

Job Location: Contractor's offices, PG&E offices in San Francisco and other locations as needed.

WORK: The Parties hereby modify the Contract Work Authorization referenced above as follows:

This amendment to the CWA includes activities Contractor will perform as of January 1, 2020, which will include providing ongoing consulting services to support PG&E in its Corporate Incident Management process related to the 2018 Camp Fire and other major events in its service territory, including Strategy, Operations, and Legal Support activities, as described in Attachment 1 hereto. Scope of services may be extended to include other major events as agreed to between Contractor and PwC via an executed Amendment to this CWA Change Order.

The total value of the CWA is \$1,475,000.

ALL WORK PERFORMED UNDER THIS CWA IS PRIVILEGED AND CONFIDENTIAL, PERFORMED AT THE DIRECTION OF AND UNDER THE SUPERVISION OF THE PG&E LAW DEPARTMENT

ATTACHMENTS: The following are attached to this CWA Change Order No. 004 and incorporated herein by reference:

Attachment 1: Change Order No. 004 Amended Scope of Work (Privileged and Confidential, performed at the direction of and supervision of PG&E Law Dept.)

Attachment 1-A: Resource Sheet

Period of Performance: Upon CWA execution, work is extended from January 1, 2020 – March 31, 2020

CWA TERM: This CWA is effective upon signature by both parties and expires on 3/31/2020. Time is of the essence.

CWA COMPLETION: Contractor shall commence performance hereof when directed to do so by PG&E and Work shall be completed by the completion date of 3/31/2020.

PRICING CHANGES:	Previous Total CWA Value:	\$7,680,301.00
	Addition or Deduction:	\$1,475,000.00
	Revised Total CWA Value:	\$9,155,301.00

All other terms and conditions of the CWA, as it may have been amended by previous CWA Change Order(s), if any, shall remain the same.



PG&E Corporation ("PG&E Corp.") and Pacific Gas and Electric Company (the "Utility," and, together with PG&E Corp., the "Debtors"), are debtors-in-possession in a proceeding pending under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"), in the United States Bankruptcy Court for the Northern District of California. Nothing herein shall be deemed to constitute an assumption of the Contract and/or any CWA or a waiver or modification of the Debtors' rights to assume, assume and assign, or reject the Contract and/or any CWA pursuant to section 365 of the Bankruptcy Code. The Debtors hereby reserve all rights available to them under such proceedings. Any amounts paid by the Debtors hereunder must be applied to goods and/or services provided to the Debtors on or after January 29, 2019 (the "Petition Date") and shall not be applied to satisfy Claims (as defined in the Bankruptcy Code) arising prior to the Petition Date

THE PARTIES, BY SIGNATURE OF THEIR AUTHORIZED REPRESENTATIVES, HEREBY AGREE TO THE TERMS OF THIS CONTRACT WORK AUTHORIZATION.

PACIFIC GAS AND ELECTRIC COMPANY		CONTRACTOR: PRICEWATERHOUSECOOPERS LLP	
Signature		Signature	
Name	Charles Middlekauff	Name	Todd Jirovec
Title	Assistant General Counsel	Title	Principal
Date	12/19/2019	Date	12/19/2019

ADMINISTRATION

PG&E Negotiator	Linda Winter	Contractor Representative	Todd Jirovec
Phone	415-973-9191	Phone	214-616-2977
Email	linda.winter@pge.com	Email	todd.jirovec@pwc.com
Accounting Reference			

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Attachment 1
SCOPE OF WORK

Change Order No. 004 AMENDED SCOPE OF WORK

ALL WORK PERFORMED UNDER THIS CWA IS PRIVILEGED AND CONFIDENTIAL, PERFORMED AT THE DIRECTION OF AND UNDER THE SUPERVISION OF THE PG&E LAW DEPARTMENT.

Contractor will provide the following consulting services to assist PG&E with its Corporate Incident Management processes related the 2018 Camp Fire and other major events in its service territory, including Strategy, Operations, and Legal Support activities:

1. Scope of Services:

Strategic Support	
[REDACTED]	[REDACTED]
Legal Support	
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

The Services do not include the provision of legal advice, and PwC makes no representations regarding questions of legal interpretation. Client should consult with its attorneys with respect to any legal matters or items that require legal interpretation under federal, state, or any other type of law or regulation. Changes in the law and/or its interpretation may take place before PwC's advice is acted upon or may be retrospective



in effect; PwC accepts no responsibility for changes in the law or its interpretation that may occur after the provision of the Services.

Contractor shall provide experienced resources, including a dedicated engagement partner, engagement directors and additional experienced resources. In the event that scope materially changes, Contractor and PG&E agree to work in good faith to agree on and execute a change order prior to additional fees being incurred.

Contractor's work will be performed at the direction and under the supervision of PG&E's internal Legal Department.

2. Deliverables

Contractor expects to provide PG&E with certain non-Contractor branded summaries, schedules and analyses under this CWA ("Deliverables"). All Deliverables shall be prepared in conjunction with PG&E and will be intended to be treated solely as PG&E's own property as set forth in the MSA. PG&E will review such Deliverables, revise them as deemed appropriate, and approve them prior to PG&E's use.

3. Anticipated Timeframe

The period of performance for this work is January 1, 2020 through March 31, 2020.

Actual weekly Contractor resources may change in response to PG&E requests. Contractor will notify PG&E in advance if staffing under this CWA will exceed budgeted resource levels, which will require execution of a change order to this CWA.

4. Work Location(s)

This project will be conducted primarily out of PG&E's Corporate Headquarters in San Francisco, CA.

5. Key Assumptions

- To be successful, this project must be conducted with PG&E's active participation. Contractor understands that PG&E will be responsible for providing:
 - An Executive Sponsor
 - Dedicated PG&E internal (or contracted) resources to coordinate and lead the specific response activities required from each PG&E response team (e.g., Electric Operations, Law, and Finance); Contractor's work is dependent on these PG&E resources to provide information, status updates, and other support needed as part of the response activities.
 - Internal resources to work with Contractor's Team to gain knowledge necessary for this project
 - Timely access to PG&E subject matter experts and other personnel as needed.
- Operations workstream:
 - PG&E will be responsible for records collection, including providing data in a format that can be digitized for analysis.
- Program Support workstream:
 - PG&E will be responsible for managing and executing individual response workstreams not included in this Scope of Work (e.g. Data Response Unit, Finance, Customer Care, Regulatory, and Communications).



- Contractor shall provide an estimated 5 experienced full-time equivalent (“FTE”) resources and part-time resources, supported by subject matter specialists as needed, to support this scope of work.
- Contractor will continue to submit invoices directly to the Law Department for processing, instead of through a third-party vendor.

6. Other Terms

- PG&E shall indemnify and hold Contractor harmless from and against any and all third party claims, losses, liability and damages arising from or relating to the Service or Deliverables under this CWA, except to the extent finally determined to have resulted from Contractor’s gross negligence or intentional misconduct relating to such Services and/or Deliverables.
- Contractor understands that PG&E seeks to have the attorney work product doctrine, attorney-client, or other privilege apply to some or all of the Services and Deliverables. PG&E and its Law Department are solely responsible for determining whether or not the attorney work product, attorney-client, or other privilege may apply and also solely responsible for managing the establishment and maintenance of any such privilege or protection. Contractor makes no representation as to whether the attorney work product or doctrine or attorney-client privilege will apply, as the applicability of the doctrine and privilege are legal questions. However, Contractor agreed to assist PG&E and its Law Department in preserving the confidentiality of the information received or provided in connection with the Services contemplated herein in a manner consistent with preserving an attorney-client privilege.
- PG&E will be solely responsible for any and all communications required with PG&E’s federal and state regulators and/or independent monitor(s) relating to these Services and Deliverables. Contractor is not being engaged to interact or meet with third parties, including but not limited to PG&E’s regulators and/or independent monitor(s).
- If Contractor is requested or authorized by PG&E or required by government regulation, regulatory agency, subpoena, or other legal process to produce Contractor’s Deliverables, working papers or personnel for testimony or interview with respect to Services Contractor performed for PG&E, PG&E will reimburse Contractor for Contractor’s and its counsels’ expenses and professional time incurred in responding to such a request.
- PG&E agrees that Contractor can request reimbursement for expenses up to 12% of professional fees.



**Attachment 1-A
Resource Sheet**

Name	Workstream	Role	12-30	01-06	01-13	01-20	01-27	02-03	02-10	02-17	02-24	03-02	03-09	03-16	03-23	03-30	03-23	03-30
Todd Jirovec	DRU	Engagement Lead (part-time)	PT Holiday															
Meera Banerjee	Legal	Engagement Lead (part-time)	PT Holiday															
Billy Raley	DRU	Event Analysis SME (part-time)	PT Holiday															
Cyrus Mohamadi	DRU	DRU Lead	PT Holiday															
Amol Deshpande	Legal	Legal PMO Lead (part-time)	PT Holiday															
AnnMarie Hassan	Legal	Legal PMO support / Imaging support	PT Holiday															
Ali Suleman	DRU	Butte DA Response	PT Holiday															
Ryan McLean	DRU	CalFIRE and CPUC support	PT Holiday															

- Contractor resources will consist of a mix of full-time and part-time resources, supported by subject matter specialists as needed, to perform the activities described in this CWA.